

2004  
CONTRACT PERIOD THROUGH JUNE 30, 2002

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **MEDICAL EXAMINER CASE TRACKING SOFTWARE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JUNE 16, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**CS/mm**  
Attach

Copy to: Clerk of the Board  
Dorothy O'Connell, Medical Examiner  
**Monica Mendoza**, Materials Management

## MEDICAL EXAMINER CASE TRACKING SOFTWARE

### 1.0 **INTENT:**

The intent of this proposal is procure a case tracking software, support and installation of that software that will allow the Medical Examiner's case tracking system to become year 2000 compliant.

### 2.0 **SCOPE OF WORK:**

#### 2.1 Software Functionality

- 2.1.1 - Maintains case records on admitting, identification, examination and toxicology testing information.
- 2.1.2 - Produces transcription reports on external and autopsy examinations.
- 2.1.3 - Tracks progress of approximately 3,600 cases annually from admitting to case closure.
- 2.1.4 - Produces statistical reports.

### 3.0 **HARDWARE ENVIRONMENT**

- 3.1 An NT 4.0 server with capability to upgrade to NT 5.0 (Windows 2000). Server hardware will all be compact server.
- 3.2 - Microsoft SQL dbms 6X or above
- 3.3 - Windows 95 workstations as clients with Pentium 300 or greater and 64 mgs of RAM

### 4.0 **REQUIRED ISSUES**

- 4.1 Discuss the costs of licensing, customization, installation, and conversion of our existing database
- 4.2 Discuss the cost and amount of training your firm will provide for County staff and on-site systems administrators.
- 4.3 Discuss consequent consultant/ programming fees and expenses
- 4.4 Discuss length of warranty and future maintenance costs
- 4.5 Discuss all the positive and negative aspects of being a beta site for your software.

### 5.0 **SPECIAL TERMS & CONDITIONS:**

#### 5.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

#### 5.2 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

5.3 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

5.4 TRAINING:

The successful Proposer shall provide a minimum of 40 hours to completely train County personnel in the use and care of the equipment.

5.5 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

~~5.6 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:~~

~~It is the intent of Maricopa County to utilize both the Internet and the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Proposers without these capabilities may be considered non-responsive and not eligible for award consideration.~~

~~5.7 INTERNET ORDERING CAPABILITY:~~

~~It is the intent of Maricopa County to utilize the Internet to place orders under this price contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.~~

6.0 **CONTRACT TERMS & CONDITIONS:**

6.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a five (5) year period.

6.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

6.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.4 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**6.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**6.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**6.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**6.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**6.9 INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

6.9.1 PERFORMANCE BOND:

The successful Contractor will be required to furnish a performance bond in the amount of 100% of total bid price) within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Contractors are requested to tender this bond on a Document approved by the Arizona Department of Insurance. One Contractor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address.

6.10 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

6.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.12 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.13 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

6.14 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

6.15 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

6.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.



**6.17 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**6.18 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**6.19 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

**6.20 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**6.21 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

**6.22 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**6.23 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

**6.24 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

**6.25 FAILURE TO PROVIDE SERVICES:**

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**6.26 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**~~6.27 PRICE REDUCTIONS:~~**

~~By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:~~

~~6.27.1 Cancel the Contract, if it is currently in effect.~~

~~6.27.2 Determine the amount, which the County was overcharged, and submit a request for payment from the Contractor for that amount.~~

~~6.27.3 Take the necessary steps to collect any performance surety provided on the applicable contract.~~

**6.28 CHANGES:**

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

**6.29 EMPLOYEE RESPONSIBILITY:**

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

**7.0 ADMINISTRATIVE INFORMATION:**

**7.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT:**

The contents of this proposal and the selected firm's response Best and Final offer and any negotiated changes are to be incorporated, in total, into the Contract.

7.2 SCHEDULE OF EVENTS:

Request for Proposals Issued: March 8, 1999

Deadline for submission of proposals, 2:00 P.M., MST on ~~April 4, 1999~~ **April 16, 1999**. All proposals must be received before 2:00 P.M. on above date at Maricopa County Materials Management Department, 320 West Lincoln, Phoenix, Arizona 85003.

Proposed review of proposals: April ~~5~~ **14**, 1999 thru April ~~9~~ **23**, 1999

Proposed Proposer presentations: April ~~5~~ **14**, 1999 thru April ~~9~~ **23**, 1999

Proposed Best & Final (if required): April ~~16~~ **30**, 1999

Proposed selection and negotiation: ~~April 19~~ **May 3**, 1999

Proposed award of proposal: May 19, 1999

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

7.3 PRE-PROPOSAL CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON March 19, 1999 at 1:30 PM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.**

7.4 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

Jim Higgins, Senior Procurement Specialist, 602-506-3314

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

7.5 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

7.6 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any Proposer believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

**7.7 REJECTION OF PROPOSALS:**

Maricopa County reserves the right to reject any, and all, proposals received in response to this proposal as determined to be in the best interests of the County.

**7.8 PROPOSER WITHDRAWAL:**

If, at any time prior to the opening of this proposal a Proposer decides to withdraw its proposal, that Proposer shall give written notice to the Materials Management Director, 320 West Lincoln, Phoenix, Arizona 85003.

**7.9 CHANGE ORDERS:**

Maricopa County may institute changes or modifications to the Scope of Work and will notify all participants by an addendum to this Request for Proposal.

**7.10 INCURRING COSTS:**

Maricopa County is not responsible for any costs incurred in preparing this proposal, including the acquisition of supplies and/or personnel until a Contract is awarded by the Maricopa County Board of Supervisors.

**7.11 PUBLIC RECORD:**

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

**7.12 PROPRIETARY INFORMATION:**

Proprietary information submitted by a Proposer for this proposal shall remain confidential as permitted by law or regulation.

**7.13 D/M/WBE PARTICIPATION:**

Proposers submitting proposals are encouraged to solicit MBE/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

**7.14 REFERENCES:**

Proposers must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

**7.15 CONTRACT REPRESENTATIVES:**

Any changes in the method or nature of work to be performed under this Contract must be processed by the County through the Contractor's Contracts Manager. Upon the execution of this Contract, the County will name its representative who will be legally authorized to obligate the County under this Contract.

**7.16 FACILITIES:**

During the course of this Contract, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

**7.17 CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management, Facilities Management and the user organizations will utilize the procedure. The successful Proposer will be made aware of the findings from the process and participate in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Proposers should know in the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Proposer/user relationship will exist when within compliance and the contract administration process should be transparent.

**7.18 NON-DISCRIMINATION:**

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

**7.19 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

**7.20 COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**7.21 NON-COLLUSION:**

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

**7.22 FINANCIAL STATUS:**

All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a Proposer non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the Proposer should be declared non-responsible and/or non-responsive, and suspension or debarment of the Proposer, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the Proposer agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Proposer will meet its obligations to the County.

7.23 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Proposer Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

~~7.24 PROCUREMENT CARD CAPABILITY:~~

~~It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Proposers without these capabilities may be considered non-responsive and not eligible for award consideration.~~

7.25 REGISTRATION:

Proposers are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement may cause your proposal to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

7.26 ADDITIONAL COSTS:

Any Proposer who causes the county to incur additional costs to review and verify invoices due to Proposer submitting incorrect data. (E.G. Quotes and equipment and software, invoices etc.) will be charged for Maricopa County's costs to review and correct such erroneous billings.

7.27 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Proposers, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

7.28 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled) [five (5)] copies of their proposal. **Proposers are to address proposals identified with serial number, title and return address to Maricopa County, Department of Materials Management, Serial 99012-RFP, 320 West Lincoln, Phoenix, Arizona 85003.** Proposals must be signed by a corporate official who has been authorized to make such commitments. Instructions to Proposers, Paragraph 1, is modified to read: All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

7.29 EXCEPTIONS TO THE SOLICITATION:

The Contractor will identify and list all exceptions taken to all sections of 99012-RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractors exception. The Contractor will list these exceptions in the Best and Final Proposal under the heading "Exception to the Bid Solicitation, BS99012-RFP". Exceptions that surface elsewhere and that

do not also appear under the heading "Exception to the Bid Solicitation, BS99012-RFP", shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

**7.30 GENERAL CONTENT:**

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

**7.31 FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below :

7.31.1 Letter of Transmittal (Exhibit 1)

7.31.2 Table of Contents

7.31.3 Short introduction and summary - This section shall contain an outline of the general approach utilized in the proposal.

7.31.4 Proposal - Your proposal should contain a statement of all the programs and services proposed including conclusions and generalized recommendations. Proposals should be all-inclusive detailing your best offer. Additional related services should be incorporated into the proposal if applicable.

7.31.5 Personal Qualifications - Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and an estimate of the time each would devote to this program, and other pertinent information.

7.31.6 Other data

7.31.7 Agreement (Attachment A)

7.31.8 References (Attachment B)

7.31.9 Y-2K (Attachment C)

**7.32 GENERAL EVALUATION:**

The following guidelines will be used in analyzing and evaluating this Proposal. Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the Proposal. The County reserves the right to accept other than the lowest price Proposal.

Proposals will be evaluated by a committee composed of various Maricopa County departments and others. Requests for presentations or clarification of portions of the Proposals may be considered. A summary evaluation will be prepared by this committee with an objective ranking of the Proposals.

**7.33 AWARD OF CONTRACT:**

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Proposal. The Contract will be awarded by the Board of Supervisors to a qualified firm at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The Proposal may be awarded in whole, by section or geographic area as required.

**7.34 COMPETITIVE NEGOTIATION:**

Proposals should follow format per paragraph ~~5.32~~ **7.31**. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated Proposer.

**7.35 BASIC EVALUATION PROCEDURE:**

- Step 1 Review of all Proposals to conformance of this RFP.
- Step 2 The elimination of all Proposals which deviate substantially from the basic intent of the Proposal.
- Step 3 An assessment of the remaining proposers. This assessment will also include a review of the Proposer personnel capability and the previous experience of each Proposer.
- Step 4 Verification of Proposer references.
- Step 5 Oral presentations to supplement the Proposal, for the purpose of clarification, may be required of selected Proposers. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
- Step 6 Evaluation of costs to Maricopa County.
- Step 7 Capability of the Proposer to participate in this particular program, including eligibility based on the Proposer's financial stability and viability.
- Step 8 Tabulation and recommendation of potential Proposer.

**7.36 EVALUATION OF PROPOSAL: SELECTION FACTORS**

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request:

- 7.36.1 Software functionality and flexibility.
- 7.36.2 Implementation plan for data conversion, customization and training.
- 7.36.3 User friendliness of software.
- 7.36.4 Credentials of management, implementation team and company (Resume and history)
- 7.36.5 Experience in servicing Medical Examiner and laboratory accounts.
- 7.36.6 Total cost of software, maintenance, installation, data conversion, customization and training.
- 7.36.7 Quality and completeness of Proposal.
- 7.36.8 References.

**7.37 POST AWARD MEETING:**

The successful Contractor(s) may be required to attend a Post-Award Meeting with the using agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the procurement officer of this Contract.

cc: Maricopa County Medical Examiner

See File for pricing.

VERTIQ SOFTWARE LLC, COMPUTRUST SOFTWARE CORP., 16275 MONTEREY RD., SUITE L, MORGAN HILL, CA 95037

TERMS: NET 30

FEDERAL TAX ID NUMBER: ~~94-2891982~~ **77-0504785**

TELEPHONE NUMBER: (408) 782-7470

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CONTACT PERSON: Rolf Kessel, President

VENDOR NUMBER: ~~942891982~~ **770504785**

CONTRACT PERIOD: TO COVER PERIOD ENDING JUNE 30, ~~2002~~ **2004**